

P23556.A17

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Tetsuro OGAWA et al.

Appln. No. : 10/618,687

Group Art Unit: 1755

Filed : July 15, 2003

Examiner: Group

For : CaO-SiO<sub>2</sub>-BASED BIOACTIVE GLASS AND SINTERED CALCIUM  
PHOSPHATE GLASS USING SAME

TERMINAL DISCLAIMER

Commissioner for Patents  
U.S. Patent and Trademark Office  
Customer Service Window, Mail Stop Amendment  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

Sir:

Your Petitioners, PENTAX Corporation, a corporation existing under the laws of Japan, whose business address is 2-36-9, Maenochō, Itabashi-ku, Tokyo, Japan and Tadashi KOKUBO, whose mailing address is 50, Umegaoka 2-chome, Nagaokakyo-shi, Kyoto Japan, represent that they are the owners of record of the entire right, title and interest of the above-identified application by virtue of an assignment recorded in the U.S. Patent and Trademark Office on December 15, 2003 at Reel 014799, Frame 0125 (4 pages) of U.S. Application No. 10/618,687 for "CaO-SiO<sub>2</sub> Based Bioactive Glass and Sintered Calcium Phosphate Glass Using Same", and are the owners of record of the entire right, title and interest of U.S. Application No. 10/962,557 by virtue of an assignment recorded in the U.S. Patent and Trademark Office on October 13, 2004 at

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Reel 015891, Frame 0622 (5 pages) of U.S. Application No. 10/962,557 for "CaO-MgO-SiO<sub>2</sub> Based Bioactive Glass and Sintered Calcium Phosphate Glass Using Same"

The undersigned representative is authorized to act on behalf of PENTAX Corporation, and it is certified by the undersigned representative and Tadashi KOKUBO that to the best of their knowledge and belief, title is in PENTAX Corporation and Tadashi KOKUBO.

Your Petitioners, PENTAX Corporation and Tadashi KOKUBO, hereby disclaim, except as provided below, the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of any patent issuing on Application No. 10/962,557 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent issuing on Application No. 10/962,557, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Your Petitioners do not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 as presently shortened by any terminal disclaimer of any patent issuing on Application No. 10/962,557 in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is

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statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the failure of common ownership stated above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that wilful false statements, and the like so made, are punishable by fine or imprisonment, or both under Section 1001, Title 18 of the United States Code, and that such wilful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,  
PENTAX Corporation,

By Z. Ohkura  
Name Zenichi Ohkura  
Corporate Vice President  
Title

7. Dec, 2006

Tadashi KOKUBO

Tadashi Kokubo

18. Dec, 2006